

**Task Release**

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THIS \_\_\_\_ day of \_\_\_\_\_ 2016, the undersigned Owner offers and the undersigned Engineer agrees to provide and perform services as identified herein (the "Work") on a project identified herein (the "Project") under the terms and conditions set forth herein and in a certain extension of **Master Agreement** for engineering services, No. 001, dated \_\_\_\_\_, 2016, between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

**1. The Project:**

1.1 This Task Release is for a Project described as:  
*Downtown Improvements, East Main Street*

A. More specifically, the project includes the replacement of existing utility lines (water, sanitary sewer, and storm drainage), curb and gutter, sidewalks, parking spaces, and the asphalt roadway along East Main Street from the Mountain Street intersection to the Depot Street intersection.

**2. The Work:**

2.1 Engineer shall provide the following Work on the Project as defined herein and as follows:

- A. Preliminary engineering and concept development
- B. Design for the improvements along East Main Street, including water line, sewer line, and storm drainage replacement as necessary, sidewalk and street replacement, and redesign of parking and pedestrian access
- C. Permitting with local issuing authority and EPD

2.2 Design Phase:

- A. Preliminary engineering including developing initial design alternates, parameters, and preliminary cost estimates.
- B. Engineering design and production of plans including the following components:
  - 1. Surveying for project route.
  - 2. Plan view sheets that identify locations of existing utilities and proposed utility, street, and sidewalk improvements.

3. Profile Plans identifying the proposed utility alignment with respect to existing and proposed grades, utilities and roadway infrastructure.
  4. Project specific notes, details, and reports to support the design of the proposed utility, street, and sidewalk improvements as needed.
- C. Coordinate design with EPD representatives. Assist *City of Blue Ridge* in preparing applicable permits, request letters and utility agreement packages as needed for project.
  - D. Prepare revised preliminary estimate of construction cost at completion of design.

### 2.3 Bid Phase:

- A. Meet with *City of Blue Ridge* representatives to discuss proposed bidding of the project including discussions on format, bid item alternatives, additions/deletions, etc. prior to advertising.
- B. Assist in advertising for construction including preparation and publication of Advertisement for Bid (AFB), distribution of AFB to known reputable contractors capable of adequately constructing the project, and preparing complete bid packages for bidders.
- C. Conduct pre-bid conference and prequalify contractors if requested by Owner.
- D. Assist in obtaining bids, conduct bid opening at location determined by Owner, prepare certified bid tabulation, evaluate bids and make recommendation of award to the *City of Blue Ridge*, and coordinate preparation and execution of contract documents.

### 2.4. Construction Phase:

- A. Schedule, attend and lead a preconstruction conference between *City of Blue Ridge* representatives and the selected contractor.
- B. Provide general administration of the construction contracts including coordination of all signatures and verification of bonds and contract related documents.
- C. Provide periodic construction review and assess construction quality and progress. Periodic construction review is estimated to be one review per week. A fee may be provided for a full time Resident Observer upon request, but is not included in fee breakdown below.
- D. Review contractor's pay estimates and make recommendations for payment.

- E. Conduct a pre-final inspection of the contractor's work with owner's representatives to determine if work is substantially complete and prepare a punch-list of items to be corrected, if necessary.
- F. Compile "As-Built" drawings showing actual locations of improvements from construction documents to include all redlines and field measurements notated by the contractor or contractor's subcontractors on record documents. This does not include field surveys of as-built site elements or utilities.
- G. Provide final construction review and close-out.

**3. The Engineer's Representations:**

- 3.1 The Engineer represents and warrants that it is fully and professionally qualified to act as the engineer for the Owner on the Project and is licensed to practice engineering by all entities or bodies having jurisdiction over the Project and the Work. The Engineer represents and warrants that it shall maintain any and all licenses, permits or other authorizations necessary to act as the engineer for the Work.
- 3.2 The Engineer represents and warrants that it has become familiar with the Project site and the local conditions under which the Work, and any work of the Owner or the Owner's other contractors based upon the Work, is to be performed.
- 3.3 The Engineer represents and warrants that it has obtained, reviewed, and carefully examined the Owner-Supplied Information for the Project.
- 3.4 The Engineer represents and warrants that it shall prepare all documents and things required by this Task Release in such a manner that all such documents and things shall be complete, accurate, coordinated and adequate for purposes intended, and shall be in conformity and comply with all applicable law, codes and regulations. The Engineer represents and warrants that, in performing the Work under this Task Release, it shall comply with all terms and conditions of the Master Agreement.

**4. Contract Time:**

- 4.1 Upon execution of this Contract and commitment by Owner of funds to complete the Project, Engineer will commence performance of its services hereunder, and will complete same within a time period mutually established between Owner and Engineer to meet Project schedules.

**5. Contract Price:**

<b>Task</b>	<b>Description</b>	<b>Fee Basis</b>
A	Preliminary Engineering	\$ 7,500.00
B	Engineering Design Phase*	\$ 84,000.00
C	Bid/Construction Phase*	\$ 36,000.00
D	Permitting (Land Dist., EPD, etc.)	\$10,000.00
<b>TOTAL FEE</b>		<b>\$ 137,500.00</b>

\*Proposed Engineering Design/Bid/Construction Admin Fee is 7.5% of Construction Estimate for work scope. Fee is based upon USDA Recommendation for Professional Engineering Services for a \$1,600,000 construction amount.

\*\*Additional engineering costs for preparation of Preliminary Engineering Reports will depend on specific funding sources. This amount can be determined once the funding sources have been approved by City Council, however, there will be a maximum of \$7,500 for all reports.

***Lump Sum fee amounts listed above shall not-exceed the amounts listed without prior written authorization.***

Hourly rates for Additional Services are listed provided in the Master Agreement.

- 5.1 The Owner agrees to pay the Engineer for the Work described above the lump sum Contract Price of **One hundred thirty seven thousand, five hundred dollars and 00/100 (\$137,500.00)** for the agreed upon scope described herein.
- 5.2 **Reimbursable Expenses:** None expected for this project.
- 5.3 **Additional Services:** Additional services will be defined as Consulting and Design Engineering on any product or process not described in the scope herein or within the attached report. Additional services may include, but not be limited to, services provided for geotechnical reports, easement and/or property surveys, wetland delineation, permitting and mitigation, and assistance with resolving warranty issues after project acceptance. Additional services will be authorized by the Owner prior to performance and will be billed at the hourly rates shown on the attached schedule and shall be inclusive of overhead and fixed fee or by invoice from Carter & Sloope's sub-consultant.

## 6. The Primary Contacts:

- 6.1 The Engineer designates the following individual as its primary contact for day-to-day communications with the Owner under this Task Release:

Matt Smith  
Name

770-479-8782  
Phone

- 6.2 The Owner designates the following individual as its primary contact for day-to-day communications with the Engineer under this Task Release:

Name \_\_\_\_\_

Phone

WITNESS the signatures of the Owner's and the Engineer's authorized representatives placed on duplicate copies of this Task Release on the day and year first above written.

Carter & Sloope, Inc. ("Engineer")	City of Blue Ridge ("Owner")
Signature	Honorable Donna Whitener, Mayor
By: <u>Matt Smith, PE.</u> Printed name Title: <u>Senior Engineer</u> Date:	Date: _____, 20__